

3-180317

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CMA CGM (AMERICA) LLC,

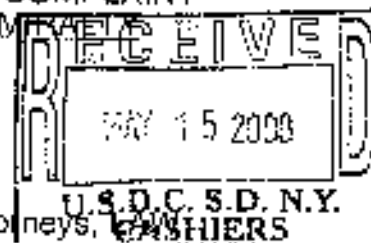
Plaintiff,

- against -

RF INTERNATIONAL, LTD.,

Defendant.

CIVIL COMPLAINT
IN ADMIRALTY



Plaintiff CMA CGM (AMERICA) LLC, by its attorneys,

OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its

Complaint against defendant RF INTERNATIONAL, LTD., in personam, in a cause
of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff CMA CGM (AMERICA) LLC was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5701 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant RF INTERNATIONAL, LTD. was and still is a corporation organized and existing under the laws of the State of New York, with an agent for service of process at CT Corporation System, 111 Eighth Avenue, New York, NY 10011.

4. On or about July 11, 2006, defendant, acting as freight forwarder, arranged for a shipment of goods from Burlington, IA to Tripoli Seaport, Libya via New York, on behalf of defendant's client, and on plaintiff's Vessel, of three forty-foot Hi-Cube containers of FARM EQUIPMENT, in exchange for payment by defendant to plaintiff of ocean freight and related charges totaling \$12,117.30, all as set forth in B/L NA1282107, Invoice No. NAEX0197766, annexed hereto as Exhibit A.

5. Thereafter, the goods were carried to the port of destination and delivered to the consignee and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$4,187.30, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$4,187.30 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$4,187.30, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
May 15, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA CGM (AMERICA) LLC
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SHIPPER/EXPORTER (2)
CNH TRADE NV FOR ACCOUNT OF:
BEHALF OF TECHNOFARM INTERNATIONAL
LTD AGRICULTURAL CONSORTIUM
PO BOX 5432
GENVA, SWITZERLAND CH1211
TEL/FAX:41.22.321.5810

DOCUMENT NO (5) **NA1282107**
EXPORT REFERENCES (6)
FORWARDERS REF: 10248

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
TO THE ORDER OF
GREAT MAN-MADE RIVER WATER
UTILIZATION AUTHORITY
CENTRAL ZONE SIRT LIBYA
TEL/FAX:218-54-81730

FORWARDING AGENT - REFERENCES (7)
SPINERMASTERS
1881 MARCUS AVE SUITE E 100
LAKE SUCCESS, NY 11042
PHONE: 516-218-2457 FAX: 516-218-2482
POINT AND COUNTRY OF ORIGIN (8)
UNITED STATES OF AMERICA

NOTIFY (4)
GREAT MAN-MADE RIVER WATER
UTILIZATION AUTHORITY
CENTRAL ZONE SIRT LIBYA
TEL/FAX:218-54-81730

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
NO SED REQUIRED -- AER-132837752-RF10248

PIER/TERMINAL (10)
MAHER TERMINAL

COMBINED TRANSPORT*
PRECARRIAGE FROM (10A)
BURLINGTON, IA

VESSEL (11)
CMA CGM HUDSON
GX250E

PORT OF LOADING (12)
NEW YORK

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

PORT OF DISCHARGE FROM VESSEL (13)
TRIPOLI SEAPORT, LIBYA

FOR TRANSHIPMENT TO (14)

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		L/C NUMBER: GI/33289		
	17	1 X 40' HI CUBE CONTAINER S.L.A.C. PIECES: SUPPLY OF EQUIPMENT FOLLOWS: FARM EQUIPMENT AS PER PROFORMA INVOICE NO. SPF051219-1, DTD: 08.01.2008. RM340 = JFW0033128/JFW0033129 SCM09257401: SEAL# 4194	12384.000 LBS 5617.000 KGS	
	14	1 X 40' HI CUBE CONTAINER S.L.A.C. PIECES: SUPPLY OF EQUIPMENT FOLLOWS: FARM EQUIPMENT AS PER PROFORMA INVOICE NO. SPF051219-1, DTD: 08.01.2008. RM340 = JFW0033219 USDP4774430: SEAL# 4197	24752.000 LBS 11227.000 KGS	
	4	1 X 40' HI CUBE CONTAINER S.L.A.C. PIECES: SUPPLY OF EQUIPMENT FOLLOWS: FARM EQUIPMENT AS PER PROFORMA INVOICE NO. SPF051219-1, DTD: 08.01.2008. RM340 DISE HARNOW PARTS DVR01502685: SEAL# 4200	13800.000 LBS 7167.000 KGS	

SHIPPER'S DECLARED VALUE:
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS BL.

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Operators contrary to U.S. law prohibited.
If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.
RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or as near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.
All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce of Marseille and no other Court shall have jurisdiction with regards to any such action.

Freight Charges (See clause 10 and 20):

BASIC FREIGHT	USD	5800.00	P
Ocean Carrier-Int Ship & port	USD	12.00	P
Origin/Terminals-Int Ship&Por	USD	8.00	P
Pre carriage haulage	USD	2194.00	P
Pre carriage fuel surcharge	USD	858.20	P
BASIC FREIGHT	USD	2100.00	F
Ocean Carrier-Int Ship & port	USD	6.00	P
Origin/Terminals-Int Ship&Por	USD	4.00	F

IN WITNESS WHEREOF THREE (3)
Bills of Lading all of the tenor, have been executed, ONE of which being accomplished, the other shall stand void.
DAY MONTH YEAR
11-JUL-08
Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) INC as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)
HARBOR TAX/LIGHTERAGE
TOTAL \$

(Continued on reverse side)

EXHIBIT "A"

SHIPPER/EXPORTER (2)
 CNH TRADE NV FOR AGRICULTURE
 BEHALF OF TECHNOFARM INTERNATIONAL
 LTD AGRICULTURAL CONSORTIUM
 PO BOX 6432
 GENÈVE, SWITZERLAND CH-1211
 TEL/FAX: 41 22 321 5810

DOCUMENT NO. (5)
 NA1282107
 EXPORT REFERENCES (6)
 FORWARDERS REF: 10246

CONSIGNEE (8) (NOT NEGOTIABLE UNLESS CONSIGNEE TO ORDER):
 TO THE ORDER OF
 GREAT MAN-MADE RIVER WATER
 UTILIZATION AUTHORITY
 CENTRAL ZONE BIRT LIBYA
 TEL/FAX: 216-61-61730

FORWARDING AGENT - REFERENCES (7)
 RF INTERNATIONAL LTD.
 1981 MARQUE AVE SUITE E 100
 LAKE SUCCESS, NY 11342
 PH: (516) 618-2457 FAX: (516) 618-2462
 POINT AND COUNTRY OF ORIGIN (8):
 UNITED STATES OF AMERICA

CHB: 17430
 FMC: 000880F

NOTIFY (4)
 GREAT MAN-MADE RIVER WATER
 UTILIZATION AUTHORITY
 CENTRAL ZONE BIRT LIBYA
 TEL/FAX: 216-61-61730

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
 NO SED REQUIRED -- AEB-132637752-RFH10246

PIER/TERMINAL (10)
 MAHER TERMINAL
 VESSEL (11)
 CMA CGM HUDSON
 CAX260E
 PORT OF DISCHARGE FROM VESSEL (13)
 TRIPOLI SEAPORT, LIBYA

COMBINED TRANSPORT*
 FREECARRIAGE FROM (10A)
 BURLINGTON, IA
 PORT OF LOADING (12)
 NEW YORK

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (18)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW, LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		Shipped on Board CMA CGM HUDSON 11-JUL-2006 CMA CGM America as agents for the Carrier THROUGH BY SEA FREIGHT		
SHIPPER'S STOW, LOAD AND COUNT / / /				
CARGO AT POINT IS AT RECEIVER RISK, EXPENSES AND RESPONSIBILITY FREE DDT				
AT ALL PORTS UNLESS OTHERWISE STATED: DEMORCHARGE CHARGES ARE PAYABLE IF CONSIGNEES RETURN THE CONTAINER WITHIN TEN DAYS AFTER DAY OF BERTHING OF VESSEL. RETURN LATER THAN TEN DAYS WILL BE SUBJECT TO A DETENTION CHARGE OF USD 5/20FT OR USD 3/40FT PER DAY FROM 11th UNTIL 20th DAY AND USD 6/20FT OR USD 12/40FT PER DAY AS FROM 31st DAY. ALL CARGO EXPENSES INCLUDING RELOADING OF EMPTY EQUIPMENT ARE FOR RECEIVERS ACCOUNT.				
UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WARRANTY IN THE CONDITIONS OF CARRIAGE ON THE REVERSE, LIMITATION OF LIABILITY IN RESPONSE OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE.				
FOR THE PURPOSES OF THE HARRIS CARRIAGE, CLAUSE 10(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.				

SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THE BL

These commodities, descriptions, or other data reported from the United States in accordance with the Export Administration Regulations, if deemed contrary to U.S. law prohibited

from Over-Carriage or Onward Carriage boxes are filed out, shipment will be treated as through Combined Transport. Carrier undertakes entire transport from this place where the
goods are taken in charge to the place designated for their delivery and assumes S.T. liability for such transport on per clause 10

FOUR (4) In external good orders of condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, said to contain the goods described in the
particulars furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or
to such other place as the vessel can go, to and leave, always in safety and without delay, and there to be delivered to consignee, or authorized consignee, on payment of all charges
as herein.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce
de Marseille and no other Court shall have jurisdiction with regards to any such action.

RIGHT CHARGES (See clause 10 and 20)

Pre carriage haulage	USD	1027.00 P
Pre carriage fuel surcharge	USD	308.10 P
TOTAL PREPAID	USD	12117.30 P

IN WITNESS WHEREOF THREE (3)

Bills of Lading of the tenor, have been exchanged. ONE of
which being accomplished, the other shall stand void.

DAY MONTH YEAR
 11-JUL-06
 Signed for the Carrier CMA CGM SA by
 CMA CGM (AMERICA) INC as agent for the Carrier

DL No
 CMA CGM

DECLARED VALUE CHARGES (See Clause 10)

ARBOR TAX/LIGHTERAGE TOTALS

(Continued on reverse side)